

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

1. JACOB VIDDAURRI,)
2. STEFANIE LEE VIDDAURRI,)

Plaintiffs,)

v.) Case No. 18-167-CVE-JFJ

1. USAA CASUALTY INSURANCE)
COMPANY, a foreign, for-profit)
Insurance corporation,)

Defendant.)

COMPLAINT

A. Parties

1. Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, are each citizens of Rogers County, in the State of Oklahoma.

2. Defendant, USAA Casualty Insurance Company, is a foreign, for-profit insurance corporation incorporated and organized under the laws of the State of Texas.

3. The principal place of business for Defendant, USAA Casualty Insurance Company, is within the State of Texas.

4. The Defendant, USAA Casualty Insurance Company, is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 as there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, owned a vehicle, a 2013 Ford Escape, VIN number 1FMCU0GX2DUC54405, which was insured pursuant to the terms and conditions of an insurance policy, policy No. 01330 95 44C 7102 8, issued by the Defendant, USAA Casualty Insurance Company.

8. On or about May 11, 2017, Plaintiffs' vehicle was damaged as the result of hail.

9. Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, timely submitted a claim to Defendant (Claim No. 013309544-6).

10. At all times material hereto, Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, complied with the terms and conditions of their insurance policy.

11. Hail is a covered peril and the Plaintiffs' damages which occurred on or about May 11, 2017 are covered pursuant to the terms and conditions of the policy issued by the Defendant, USAA Casualty Insurance Company.

D. Count I: Breach of Contract

12. Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The vehicle insurance policy No. 01330 95 44C 7102 8, issued by the Defendant, USAA Casualty Insurance Company, was in effect on May 11, 2017.

14. The acts and omissions of the Defendant, USAA Casualty Insurance Company, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's investigation, evaluation, and payment of Plaintiffs' claim were unreasonable, outside of insurance industry standards, and amount to a bad faith breach of the insurance policy. After Plaintiffs' claim was submitted to Defendant, Defendant approved repair work for the hail damage. Accordingly, Plaintiffs had the repair work performed and incurred the cost of those repairs. Defendant then unreasonably, and after approving the repair work, took the position that the car was totaled and made payment to Plaintiffs, not based upon the amount of the approved and incurred repair work, but on an unreasonable and undervalued assessment of the vehicle's market price. Defendant's assessment of the value of Plaintiffs' vehicle was intentionally undervalued and was not based upon the cost of the work incurred by Plaintiffs and previously approved by Defendant. Defendant

adjusted the claim in this way in an attempt to save money on the claim and, by doing so, has left Plaintiffs owing incurred repair costs and with a vehicle that is not marketable and subject to being titled as “salvaged.”

E. Count II: Bad Faith

16. Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, USAA Casualty Insurance Company, in the investigation, evaluation, and denial of Plaintiffs’ claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

18. Defendant’s unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted in an improper underpayment of Plaintiffs’ covered loss. After Plaintiffs’ claim was submitted to Defendant, Defendant approved repair work for the hail damage. Accordingly, Plaintiffs had the repair work performed and incurred the cost of those repairs. Defendant then unreasonably, and after approving the repair work, took the position that the car was totaled and made payment to Plaintiffs, not based upon the amount of the approved and incurred repair work, but on an unreasonable and undervalued assessment of the vehicle’s market price. Defendant’s assessment of the value of Plaintiffs’ vehicle was intentionally undervalued and was not based

upon the cost of the work incurred by Plaintiffs and previously approved by Defendant. Defendant adjusted the claim in this way in an attempt to save money on the claim and, by doing so, has left Plaintiffs owing incurred repair costs and with a vehicle that is not marketable and subject to being titled as “salvaged.”

F. Count III: Punitive Damages

19. Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, USAA Casualty Insurance Company, in the handling of Plaintiffs’ claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

21. The Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, hereby request that the matters set forth herein be determined by a jury.

H. Prayer

22. Having properly pled, Plaintiffs, Jacob Viddaurri and Stefanie Lee Viddaurri, hereby seek contractual, bad faith and punitive damages against the Defendant, USAA Casualty Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 13167
McGrew, McGrew & Associates, PC
400 N. Walker Ave., Suite 115
Oklahoma City, Oklahoma 73102
(405) 235-9909 Telephone
(405) 235-9929 Facsimile
mcgrewwslaw@yahoo.com

ATTORNEY FOR PLAINTIFFS